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AMENDMENT TO PAID UP OIL AND GAS LEASE

STATE OF TEXAS }
 }
COUNTY OF TARRANT } KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, a certain PAID UP OIL AND GAS LEASE dated October 1, 2007, was executed by and between Fred Fayyazi, as Lessor, and Carrizo Oil & Gas, Inc., as Lessee, said PAID UP OIL AND GAS LEASE is recorded as D207354293 and filed October 3, 2007, in the Official Public Records of Tarrant County, Texas, covering the following described land in said County and State:

Those certain tracts or parcels of land out of the C. Grimsley Survey, Abstract No. 632, Tarrant County, Texas, being described in that certain Substitute Trustee's Bill of Sale dated September 5, 2006 by and between Dick Ritchie, Substitute Trustee as Grantor and Fred Fayyazi as Grantee, recorded as Instrument # D206275504 of the Official Public Records of Tarrant County, Texas, containing 1.50 acres of land, more or less. {Tracts 30A01 & 3A02 }

WHEREAS, the parties to said lease now desire to amend the same PAID UP OIL AND GAS LEASE as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration in hand paid to the undersigned by Carrizo Oil & Gas, Inc., the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the above described lease by amending Paragraph 3. Royalty Payment therein contained:

Notwithstanding anything to the contrary in the PAID UP OIL AND GAS LEASE in Paragraph 3. Royalty Payment or any other part of the lease the Lessor's Royalty Payment shall be **Twenty-Two percent (.22%)**. Any Reference to One-fifth (1/5) Royalty Payments anywhere in the lease shall be amended to be **Twenty-Two percent (.22%)** Royalty Payments.

It is understood and agreed by all parties hereto that the amended Paragraph 3. Royalty Payment contained herein shall supersede any description of Royalty Payments to the contrary in the lease described herein; however, in all other respects, the lease and the prior provisions thereto; shall remain in full force and effect and the undersigned do hereby ratify and confirm the lease.

FURTHER, the provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

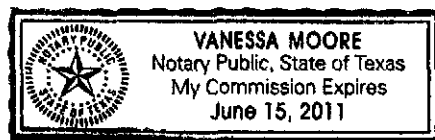
EXECUTED this the 12 day of May, 2008, but effective October 1, 2007.

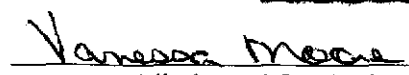

Fred Fayyazi

STATE OF TEXAS }
 }
COUNTY OF TARRANT }

FILED
TARRANT COUNTY TEXAS
08 MAY 13 PM 1:37
SUZANNE HANSEN
COUNTY CLERK

This instrument was acknowledged before me on this the 12 day of May, 2008 by Fred Fayyazi.





Notary Public in and for the State of Texas



WEBB, SHANNON & HAAS LLC
3221 COLLINSWORTH ST
#240

FT WORTH TX 76107

Submitter: WEBB, SHANNON & HAAS, HOUSTON

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/13/2008 01:40 PM
Instrument #: D208176692
LSE 2 PGS \$16.00

By: _____



D208176692

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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